

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 40 PAGES		
2. CONTRACT NO.		3. SOLICITATION NO. W912BU-04-R-0011		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 15 Mar 2004		6. REQUISITION/PURCHASE NO. W25PHS-3352-5834		
7. ISSUED BY US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BUILDING 100 PENN SQUARE EAS PHILADELPHIA PA 19107-3390 TEL: FAX:				CODE W912BU		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Block 7</u> until <u>03:00 PM</u> local time <u>19 Mar 2004</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME KARYN D JOHNSON		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-656-6924		C. E-MAIL ADDRESS karyn.d.johnson@usace.army.mil				
11. TABLE OF CONTENTS										
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OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)				
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

Section B - Supplies or Services and Prices

THIS REQUIREMENT IS SET ASIDE FOR THE 8(a) PROGRAM.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		100	Days		

CONTRACTOR TO FURNISH TWO (2) CRAWLER MOUNTED BACKHOES WITH A THREE (3) CUBIC YARD MINIMUM BUCKET AND MATS AND OPERATING PERSONNEL FOR FIFTY (50) DAYS FOR EACH BACKHOE FOR A TOTAL OF ONE HUNDRED (100) DAYS.
PURCHASE REQUEST NUMBER: W25PHS-3352-5834

FOB: Destination	NET AMT
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		100	Days		

CONTRACTOR TO FURNISH TWO (2) D6 WIDETRACK BULL DOZERS WITH OPERATING PERSONNEL FOR FIFTY (50) DAYS FOR EACH BULL DOZER FOR A TOTAL OF ONE HUNDRED (100) DAYS.
PURCHASE REQUEST NUMBER: W25PHS-3352-5834

FOB: Destination	NET AMT
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		500	Days		

CONTRACTOR TO FURNISH TEN (10) ARTICULATING SIX WHEEL DRIVE OFF ROAD DUMP TRUCKS AND OPERATING PERSONNEL FOR FIFTY (50) DAYS FOR EACH DUMP TRUCK FOR A TOTAL OF FIVE HUNDRED (500) DAYS.
PURCHASE REQUEST NUMBER: W25PHS-3352-5834

FOB: Destination	NET AMT
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NOTE TO CONTRACTOR

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

NOTE: In the event any one piece of equipment breaks down and negates the use of other units, all equipment will be considered reimbursed for only those hours actually worked.

The Government reserves the right to inspect the equipment prior to issuing the Notice to Proceed. U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1 This clause applies to contracts and purchase orders that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions. EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and changes posted on the web as of the effective date of this solicitation.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY FULL TEXT

52.004-4001 PLACE OF DELIVERY

Shipment shall be made to the following destination:

OLDMANS CONTAINMENT AREA
SALEM, NEW JERSEY

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing

accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

Section G - Contract Administration Data

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 ACCOUNTING AND APPROPRIATION DATA:

96 NA X 3123.0000/E5 X 082423 004570 96365 2520 0022D0 0022D0

G-2 ADMINISTRATIVE CONTRACTING OFFICE:

U.S. Army Engineer District, Philadelphia
Wanamaker Building, 100 Penn Square East, Room 643
Attn: Karyn Johnson
Philadelphia, PA 19107-3390
Telephone: (215) 656-6924
Facsimile: (215) 656-6980

G-3 PAYMENT BY (SEND ORIGINAL INVOICE TO):

U.S. Army Corps of Engineers Finance Center
5722 Integrity Drive
Millington, TN 38054-5005

G-4 A COPY OF THE INVOICE SHOULD BE SENT TO THE FOLLOWING:

Fort Mifflin Project Office
U.S. Army Reservation
Paschall P.O. Sta.
Attn: Harry Faulls
Fort Mifflin, Philadelphia, PA 19153

END OF SECTION G

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTSSECTION H
SPECIAL CONTRACT REQUIREMENTS

1. It is understood and agreed that:

a. Unless the Contracting Officer or his authorized representative prohibits work because of weather conditions, the equipment will be used commencing on or about 1 JUNE 2004, except Saturdays, Sundays, and National holidays.

b. The Contractor is responsible for all costs incurred in operating and maintaining the equipment, including all fuel, lubricants, insurance and repairs, regardless of severity. All necessary repairs shall be made by the contractor. In the event of a breakdown, the contractor shall have sufficient personnel and equipment at his disposal to prevent delay in performance of the contract.

c. The rate specified herein includes all costs for mobilization and demobilization and all operating personnel.

d. Preparation of equipment, such as fueling, lubricating and other preventive maintenance measures shall be performed by the Contractor prior to start of regular work day.

2. It is further understood and agreed that the following procedures shall apply for payment purposes:

a. The daily rates cited are for operations during one calendar day for (8) eight hours.

b. If the Contractor commences work and is required by the Contracting Officer or his authorized representative to cease work before completion of (8) eight hours of operations, payment shall be made for one quarter the daily rate if equipment has been operated for two hours or less, one-half the daily rate if the equipment has been operated in excess of two hours, but up to and including four hours, and for a full day if equipment has been operated in excess of four hours and less than eight.

c. During periods of minor repairs and servicing, such as lubricating and changing of cables, during the work day, the equipment will be considered not to be in continuous operation.

d. In the event any one piece of equipment breaks down and negates the use of other units, all equipment will be considered down and the contractor will be reimbursed for only those hours actually worked.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984

52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.236-13	Accident Prevention	NOV 1991
52.236-17	Layout of Work	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.244-5	Competition In Subcontracting	DEC 1996
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.228-7004	Bonds Or Other Security	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.208-4 VEHICLE LEASE PAYMENTS (APR 1984)

(a) Upon the submission of proper invoices or vouchers, the Government shall pay rent for each vehicle at the rate(s) specified in this contract.

(b) Rent shall accrue from the beginning of this contract, or from the date each vehicle is delivered to the Government, whichever is later, and shall continue until the expiration of the contract term or the termination of this contract. However, rent shall accrue only for the period that each vehicle is in the possession of the Government.

(c) Rent shall not accrue for any vehicle that the Contracting Officer determines does not comply with the Condition of Leased Vehicles clause of this contract or otherwise does not comply with the requirements of this contract, until the vehicle is replaced or the defects are corrected.

(d) Rent shall not accrue for any vehicle during any period when the vehicle is unavailable or unusable as a result of the Contractor's failure to render services for the operation and maintenance of the vehicle as prescribed by this contract.

(e) Rent stated in monthly terms shall be prorated on the basis of 1/30th of the monthly rate for each day the vehicle is in the Government's possession. If this contract contains a mileage provision, the Government shall pay rent as provided in the Schedule.

52.208-5 CONDITION OF LEASED VEHICLES (APR 1984)

Each vehicle furnished under this contract shall be of good quality and in safe operating condition, and shall comply with the Federal Motor Vehicle Safety Standards (49 CFR 571) and State safety regulations applicable to the vehicle. The Government shall accept or reject the vehicles promptly after receipt. If the Contracting Officer determines that any vehicle furnished is not in compliance with this contract, the Contracting Officer shall promptly inform the Contractor in writing. If the Contractor fails to replace the vehicle or correct the defects as required by the Contracting Officer, the Government may –

(a) By contract or otherwise, correct the defect or arrange for the lease of a similar vehicle and shall charge or set off against the Contractor any excess costs occasioned thereby, or

(b) Terminate the contract under the Default clause of this contract.

(End of clause)

52.208-6 MARKING OF LEASED VEHICLES (APR 1984)

(a) The Government may place nonpermanent markings or decals, identifying the using agency, on each side, and on the front and rear bumpers, of any motor vehicle leased under this contract. The Government shall use markings or decals that are removable without damage to the vehicle.

(b) The Contractor may use placards for temporary identification of vehicles except that the placards may not contain any references to the Contractor that may be construed as advertising or endorsement by the Government of the Contractor.

(End of clause)

52.208-7 TAGGING OF LEASED VEHICLES (MAY 1986)

While it is the intent that vehicles leased under this contract will operate on Federal tags, the Government reserves the right to utilize State tags if necessary to accomplish its mission. Should State tags be required, the Contractor shall furnish the Government documentation necessary to allow acquisition of such tags. Federal tags are the responsibility of the Government.

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be _____ percent of the bid price or \$ _____, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the

forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-8 LIABILITY AND INSURANCE--LEASED MOTOR VEHICLES (MAY 1999)

(a) The Government shall be responsible for loss of or damage to--

(1) Leased vehicles, except for (i) normal wear and tear and (ii) loss or damage caused by the negligence of the Contractor, its agents, or employees; and

(2) Property of third persons, or the injury or death of third persons, if the Government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(b) The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.

(c) The Contractor shall provide and maintain insurance covering its liabilities under paragraph (b) of this clause, in amounts of at least \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies.

(e) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause.

(End of clause)

As prescribed in 28.103-4, insert a clause substantially as follows:
PERFORMANCE AND PAYMENT BONDS - OTHER THAN CONSTRUCTION (SEP 1996)

(a) Definitions. As used in this clause--

"Contract price" means the total amount of the contract for the term of the contract (excluding options, if any) or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to **7599 percent of the contract price and a payment bond (Standard Form 1416) in an amount equal to **7599 percent of the contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within **7599 days, but in any event, before starting work.

(d) The Government may require additional performance bond protection when the contract price is increased. The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual securities, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Registrar, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

(End of clause)

Alternate I (SEP 1996). As prescribed in 28.103-4, substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b) The Contractor shall furnish a performance bond, (Standard Form 1418) for the protection of the Government in an amount equal to **7599 percent of the contract price.

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this

clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest

on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. SMALL BUSINESS ADMINISTRATION
PHILADELPHIA DISTRICT OFFICE
ROBERT NC NIX FEDERAL BUILDING
900 MARKET STREET
PHILADELPHIA, PA 19107

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

General Decision Number: NJ030002 12/19/2003

Superseded General Decision Number: NJ020002

State: **New Jersey**

Construction Types: Building, Heavy and Highway

Counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Monmouth, Ocean and **Salem** Counties in **New Jersey**.**MERCER COUNTY**Building (excluding single family homes and apartments up to and including 4 stories), Heavy (does not include the counties of BURLINGTON, CAMDEN, GLOUCESTER, AND **SALEM**) Highway Construction Projects.

Modification Number Publication Date 0 06/13/2003 1 12/19/2003

ASBE0014-002 05/01/2000

BURLINGTON (townships of Edgewater Park, Lumberton, Sampton, Shamong, Tabernacle, Westhampton, & Willingboro), CAMDEN, & GLOUCESTER COUNTIES:

Rates Fringes

Asbestos Workers/Insulator (includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems. Also the application of firestopping material, openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement).....\$ 28.12 13.74

----- ASBE0042-002 07/15/1999

SALEM COUNTY:

Rates Fringes

Asbestos Worker.....\$ 23.99 9.89

----- ASBE0085-001 06/01/1994

Rates Fringes

Asbestos Workers/Insulator ZONE 1.....\$ 20.20 6.35 ZONE 2.....\$ 18.30 6.825 Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems

ASBESTOS WORKERS ZONE DEFINITIONS ZONE 1: ATLANTIC, BURLINGTON (Bass River and Washington Twps.); CAPE MAY, CUMBERLAND AND OCEAN (Eaglewood, Lacy, Little Egg Harbor, Long Beach, Ocean, Stafford, Tuckerton, and Union Twps.) COUNTIES.

ZONE 2: MONMOUTH (Remainder of County) ----- ASBE0089-002 07/01/2002

BURLINGTON (includes the townships of Bordentown, Burlington, Chesterfield, Easthampton, Florence, Mansfield, Mount Holly, **New** Hanover, North Hanover, Pembereton, Roebling, Springfield, Wrightstown, & Woodland); MERCER COUNTY; MONMOUTH (includes the townships of Allentown, Blansingburg, Brielle, Englishtown, Farmingdale, Freehold, Howell, Manasquan, Millstone, Roosevelt, Sea Crit, South Belmar, Spring Lake Heights, Upper Freehold, Wall, & West Belmar); & OCEAN (includes the townships of Beachwood, Berkeley, Breton Woods, Brick, Cederwood Park, Dover, Gillford Park, Island Beach, Island Heights, Jackson, Lakehurst, Lakewood, Manchester, **New** Egypt, Ocean Gate, Pine Beach, Plumstead, South Toms River & Toms River) COUNTIES:

Rates Fringes

Asbestos Workers/Insulator.....\$ 29.78 15.97 Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems

----- BOIL0028-002 01/01/2002

Rates Fringes

Boilermaker.....\$ 32.03 44%+4.61

----- BRNJ0005-001 11/01/2000

Rates Fringes

Bricklayers, Stone Masons, Marble Masons, Cement Masons...\$ 27.85 12.70 (Excludes Building Construction for Mercer County), PLASTERERS, TILE LAYERS, & TERRAZZO WORKERS

----- CARP0031-001 05/01/2003

MERCER COUNTY (Remainder)

Rates Fringes

Carpenter.....\$ 31.92 13.73

Millwright.....\$ 31.92 13.73

----- CARP0454-002 07/01/2001

Rates Fringes

Dock Builder & Piledrivermen...\$ 27.45 16.79+A

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day, and Thanksgiving Day; provided employee works any of the 3 days in the 5-day work week preceeding the holiday and the first work day after the holiday. -----

----- CARP0623-001 05/01/2003

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES

Rates Fringes

Carpenter, Insulator, Millwright & Soft Floor Layer.....\$ 31.92 13.73

----- CARP0623-003 12/03/1994

CAMDEN, GLOUCESTER AND SALEM COUNTIES

Rates Fringes

Terrazzo Finisher.....\$ 12.93 5.05

----- CARP0623-004 12/03/1994

ATLANTIC AND MONMOUTH COUNTIES:

Rates Fringes

Tile Finisher.....\$ 8.45 13%

----- CARP0623-005 12/03/1994

CAMDEN, GLOUCESTER AND SALEM COUNTIES

Rates Fringes

Tile Finisher.....\$ 12.72 5.05

----- CARP0623-006 12/03/1994

CAMDEN, GLOUCESTER AND SALEM COUNTIES

Rates Fringes

Marble Finisher.....\$ 12.95 5.05

----- CARP0781-001 05/01/2003

MERCER COUNTY (Beginning from the present Post Office in Lawrenceville to a point Northward through the present "Radio Site" to the junction of Rosedale Road and Read's Mill Road to the junction of Pennington and Mount Rose Road to the Somerset County line, again starting at the present Post Office in Lawrenceville and Eastward to the junction of Brunswick Pike and Delaware and Raritan Canal Bridge taking the center of the Road to CLarksville then South on Providence Line Road to the Pennsylvania Railroad then East on Dutch Neck North to Grover's Mills to the Middlesex County Line)

Rates Fringes

Carpenter.....\$ 31.92 13.73

Millwright.....\$ 31.92 13.73

----- CARP1456-006 05/01/2001

Rates Fringes

Diver.....\$ 37.13 23.56

Diver Tender.....\$ 27.67 23.56

----- CARP1456-007 05/01/2001

MERCER AND MONMOUTH COUNTIES

Rates Fringes

Dock Builder & Piledrivermen...\$ 30.39 23.56

----- CARP2018-001 05/01/2003

OCEAN COUNTY

Rates Fringes

Carpenter.....\$ 31.92 13.73

Millwright.....\$ 31.92 13.73

----- CARP2212-002 05/01/2003

BURLINGTON, MERCER, MONMOUTH AND OCEAN COUNTIES

Rates Fringes

Soft Floor Layer.....\$ 31.92 13.73

----- CARP2250-001 05/01/2003

MONMOUTH COUNTY

Rates Fringes

Carpenter.....\$ 31.92 13.73

Millwright.....\$ 31.92 13.73

----- ELEC0269-003 10/01/2003

BURLINGTON (Area North of a line following the West and South limits of Burlington Borough from the Delaware River in a Southeasterly direction to the Burlington - Mt Holly Road, South- Southeast along this Road to and including the Town of Mount Holly, East along the Pennsylvania Railroad to and including **New Lisbon** and continuing along the Pennsylvania Railroad to Ocean County Line), AND MERCER COUNTIES

Rates Fringes

Line Construction (EXCEPT RAILROAD WORK) Linemen, Cable Splicers, Equipment Operators and Technicians.....\$ 38.40 47% Truck Drivers, Groundmen and Winch Operators.....\$ 30.72 47%

----- ELEC0269-004 10/01/2003

BURLINGTON COUNTY (Area North of a line following the West and South limits of Burlington Borough from the Delaware River in a Southeasterly direction to the Burlington - Mount Holly Road, South-Southeast along this road to and including the Town of Mount Holly, East along the Pennsylvania Railroad to and including **New Lisbon** and continuiong along the Pennsylvania Railroad to the Ocean County Line) AND MERCER COUNTIES

Rates Fringes

Electrician & Cable Splicer....\$ 38.40 47.3%+.25

----- ELEC0351-001 10/01/2001

ATLANTIC; BURLINGTON (Edgewater park, Delanco, Delran, Cinnaminson,Moorestown, Mount Laurel, Wilingsboro, Hainesport, Lumberton,Medford, Evesham Townships; and the portion of Shamong,Tabernacle, and Woodland Townships North of the Central Railroad of **New Jersey** Line; and the portion of Burlington, Westhampton, Easthampton, South Hampton and Pemberton Townships South of a line starting at the Delaware River and following the Southern boundary of Burlington Borough to the Burlington - Mount Holly Road, along this road to Mount Holly around but excluding Mount Holly to the Pennsylvania Railroad along the Pennsylvania Line through, but excluding, Pemberton, through but excluding **New Lisbon** to the Ocean County line and that portion south of the Central Railroad of **New Jersey** line running through Chatsworth); CAMDEN; CAPE MAY; CUMBERLAND; GLOUCESTER; and **SALEM** COUNTIES:

Rates Fringes

Electrician & Cable Splicer....\$ 32.89 51.05%+.20

----- ELEC0351-002 10/01/2001

ATLANTIC; BURLINGTON (Edgewater park, Delanco, Delran, Cinnaminson,Moorestown, Mount Laurel, Wilingsboro, Hainesport, Lumberton,Medford, Evesham Townships; and the portion of Shamong, Tabernacle, and Woodland Townships North of the Central Railroad of **New Jersey** Line; and the portion of Burlington, Westhampton, Easthampton, South Hampton and Pemberton Townships South of a line starting at the Delaware River and following the Southern boundary of Burlington Borough to the Burlington - Mount Holly Road, along this road to Mount Holly around but excluding Mount Holly to the Pennsylvania Railroad along the Pennsylvania Line through, but excluding, Pemberton, through but excluding **New Lisbon** to the Ocean County line and that portion south of the Central Railroad of **New Jersey** line running through Chatsworth); CAMDEN; CAPE MAY; CUMBERLAND; GLOUCESTER; and **SALEM** COUNTIES:

Rates Fringes

Groundman.....\$ 27.95 52.05%

Linemen.....\$ 32.89 52.05% HEAVY EQUIPMENT OPERATOR,& CABLE SPLICERS

----- ELEC0351-003 12/03/1994

BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MONMOUTH, OCEAN AND
SALEM COUNTIES:

Rates Fringes

Line Construction: (RAILROAD ONLY) Dynamite Man.....\$ 14.20 25% Groundman Winch Operator....\$
13.07 25% Groundman.....\$ 11.06 25% Line Equipment Mechanic.....\$ 12.90 25% Line Equipment
Operator.....\$ 16.20 25% Linemen.....\$ 16.96 25% Street Light Mechanic.....\$ 12.97 25%

----- ELEC0400-001 06/03/2002

MONMOUTH AND OCEAN COUNTIES

Rates Fringes

Electrician & Cable Splicer....\$ 36.01 40.75%

----- ELEC0400-002 06/02/1997

MONMOUTH AND OCEAN COUNTIES

Rates Fringes

Line Construction: (Excluding Railroad construction) Groundman.....\$ 27.01 18.75%+5.83 Lineman,
Equipment Operator, and Cable Splicer.....\$ 28.96 18.75%+5.83

----- ELEV0005-002 06/19/2000

Rates Fringes

Elevator Mechanic.....\$ 33.395 6.935+A

FOOTNOTE: A. PAID HOLIDAYS: **New** Year's Day, Memorial Day, Independence Day, Labor Day,
Thanksgiving Day, and Christmas Day PAID VACATION: Employer contributes 4% of basic hourly rate as
vacation pay credit for 5 years or more of service, and 2% for 6 months to 5 years of service. -----

----- * ENG10825-002 07/01/2003

Rates Fringes

Power equipment operators: GROUP 1.....\$ 33.87 18.15+A+B GROUP 2.....\$ 32.28
18.15+A+B GROUP 3.....\$ 30.37 18.15+A+B GROUP 4.....\$ 28.74 18.15+A+B GROUP
5.....\$ 27.03 18.15+A+B GROUP 6.....\$ 35.59 18.15+A+B BUILDING CONSTRUCTION
PROJECTS; HEAVY; HIGHWAY; ROAD; STREET AND SEWER PROJECTS:

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Autograde - Combination Subgrader; base metal spreader and 7 base trimmer (CMI and similar types);
autograde placer, trimmer, spreader combination (CMI and similar types); autograde slipform paver (CMI and
similar types); backhoe; central power plants (all types); concrete paving machines; cranes (all types, including
overhead and straddle traveling type); cranes; gantry; derricks (land or floating); drillmaster, quarrymaster (down
the hole drill) rotary drill; self propelled hydraulic drill; self- powered drill; dragline; elevator graders; front end
loaders (5 yds. and over); gradalls; grader; raygo; locomotive (large); mucking machines; pavement and concrete
breaker, i.e.; superhammer and hoe ram; pile driver; length of boom including length of leads, shall determine
premium rate applicable; roadway surface grinder; scooper (loader and shovel); shovels; tree chopper with boom;
trench machines.

GROUP 2: "A" frame; backhoe (combination); boom attachment on loaders (rate based on size of bucket) not
applicable to pipehook, boring and drilling machines; brush chopper; shredder and tree shredder; tree shearer;
cableways; carryalls; concrete pump; concrete pumping system; pumpcrete and similar types; conveyors, 125 ft. and
over; drill doctor including dust collector, maintenance); front end loaders (2 yds. but less than 5 yds.); graders
(finisher); groove cutting machine (ride on type); header planer; hoists; (all types hoists, shall also include steam,
gas, diesel, electric, air hydraulic, single and double drum, concrete brick shaft caisson, snorkel roof, and/or any
other similar type hoisting machines, portable or stationary, except Chicago boom type); hoists (Chicago boom
type); hydraulic cranes, 10 tons and under, hydro-axle; jacks screw air hydraulic power operated unit or console
type (not hand jack or pile load test type); log skidder; pans; pavers (all concrete; pumpcrete machines; squeezeconcrete
and concrete pumping (regardless of size); scrapers; side booms; straddle carrier; ross and similar types; winch truck
(hoisting).

GROUP 3: Asphalt curbing machine; asphalt plant engineer; asphalt spreader; autograder tube finisher and
texturing machine (CMI and similar types); autograde curerconcrete machine (CMI and similar types); autograde curb
trimmer and sidewalk; shoulder; slipform (CMI and similar types); bar bending machines (power); batchers;
batching plant and crusher on side; belt conveyor systems; boom type skimmer machines, bridge deck finisher;
bulldozers (all); car dumpers (railroad); compressor and blower type units (used independently or mounted on dual

purposes trucks, on job site or in conjunction with job site in loading and unloading of concrete, cement, fly ash, instancrete, or similar type materials); compressor (2 or 3) (battery); concrete finishing machines; concrete saws and cutters (ride on type); concrete spreaders; hetzel; rexomatic and similar types; concrete vibrators, conveyors; under 125 ft.; crushing machines; ditching machine; small (ditchwitch or similar type); dope pots (mechanical with or without pump); dumpsters elevator; fireman; fork lifts (economobile; lull and similar types of equipment); front end loaders (1 yd. and over but less than 2 yds.). generators (2 OR 3) in battery; giraffe grinders; graders and motor patrols; gunnite machines (excluding nozzle); hammer vibratory (in conjunction with generator); hoist (roof, tugger, aerial platform hoist and house cars); hoppers; hopper doors (power operated); ladders (motorized); laddervator; locomotive; dinky type; maintenance; utility man; mechanics; mixers (except paving mixers); motor patrols and graders; pavement breakers, small; self-propelled ride on type (also maintaining compressor or hydraulic unit); pavement breaker; truck mounted; pipe bending machine (power); roller; black top; scales; power; seaman pulverizing mixer; shoulder widener; silos; skimmer machines (boom type); steel cutting machine; services and maintaining tractors; tug captain; vibrating plants (used in conjunction with unloading); welder and repair mechanics, concrete cleaning/ decontamination machine operator, directional boring machine, heavy equipment robotics operator/technician, master environmental maintenance technician, ultra high pressure waterjet cutting tool system operator/maintenance technician, vacuum blasting machine operator/maintenance technician.

GROUP 4: Brooms and sweepers, chippers, compressor (single), concrete spreaders (small type), conveyor loaders (not including elevator graders), engines, large diesel (1620 H.P.) and staging pump, farm tractors; fertilizing equipment (operation and maintenance) fine grade machine (small type); form line graders (small type); front loader (under 1 yd.); generator (single); grease, gas, fuel and oil supply trucks; heaters (nelson or other type including propane, natural gas or flow-type units); lights; portable generating light plants; mixers; concrete small; mulching equipment (operation and maintenance) pumps (4 inch suction and over including submersible pumps); pumps (2 or less than 4" suction and over including submersible pumps); pumps (diesel engine and hydraulic) immaterial of power road finishing machines (small type); rollers; grade; fill or stone base; seeding equipment (operation and maintenance of); sprinkler and water pump trucks steam jennies and boilers, stone spreader; tamping machines; vibrating ride-on; temporary heating plant (nelson or other type, including propane, natural gas or flow type units); water and sprinkler trucks; welding machines (gas, diesel, and/or electric converters of Any type, single; two or three in a battery); welding systems, multiple (rectifier transformer type); wellpoint systems.

GROUP 5: Oiler.

GORUP 6: Helicopter Pilot.

FOOTNOTES: A. PAID HOLIDAYS: **New** Year's Day; Washington'd Birthday, Memorial Day; Independence Day; Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day B. Employee receives 20% Premium Pay for Hazardous Waste Work. ----- * ENGI0825-003 07/01/2003

Rates Fringes

Power Equipment Operator GROUP 1.....\$ 36.36 18.15+A+B GROUP 2.....\$ 35.52 18.15+A+B
GROUP 3.....\$ 37.50 18.15+A+B GROUP 4.....\$ 33.43 18.15+A+B GROUP 5.....\$
28.22 18.15+A+B TANK ERECTION:

FOOTNOTES: A. PAID HOLIDAYS: **New** Year's Day; Washington's Birthday Memorial Day; Independence Day; Labor Day; Veteran's Day, Thanksgiving Day; and Christmas Day. B. Employee receives 20% premium pay for hazardous waste work.

TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers--on all Cranes, derricks, etc. with booms including jib 140 ft. or more above the ground.

GROUP 2: Operating Engineers--on all equipment, including cranes derricks, etc. with booms including jib, less than 140 ft. above the ground.

GROUP 3: Helicopters--Pilot.

GROUP 4: Air compressors, welding machines and generators (gas, diesel, or electrical driven equipment and sources of power from a permanent plant, i.e., steam, compressed air, hydraulic or other power, for the operating of any machine or automatic tools used in the erection, alteration, repair and dismantling of tanks and any and all "DUAL PURPOSE" trucks used on the construction job site. GROUP 5: Oiler. -----

----- * ENGI0825-004 07/01/2003

Rates Fringes

Power equipment operators: GROUP 1.....\$ 35.64 18.15+A+B GROUP 2.....\$ 35.73
 18.15+A+B GROUP 3.....\$ 33.34 18.15+A+B GROUP 4.....\$ 30.78 18.15+A+B GROUP
 5.....\$ 29.25 18.15+A+B GROUP 6.....\$ 27.49 18.15+A+B GROUP 7.....

[STEEL ERECTION]:

FOOTNOTES: A. PAID HOLIDAYS: **New** Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. B. Employees receive 20% premium pay for hazardous waste work.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS [STEEL ERECTION]

GROUP 1: Cranes - (all cranes, land or floating with booms including job 140 ft. and over, above ground); derricks- (all derricks, land or floating with boom including jib 140 ft. and over, above ground).

GROUP 2: Cranes - (all cranes, land or floating with booms including jib less than 140 ft. above ground); derricks (all derricks, land or floating with booms including jib, less than 140 ft. above ground).

GROUP 3: "A" frame; cherry pickers 10 tons and under; hoists; all types hoists shall also include steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type hoisting machines, portable or stationary, except Chicago boom type; jacks-screw air hydraulic power operated unit console type (not hand jack or pile load test type) side booms.

GROUP 4: Aerial platform used hoist; compressor, 2 or 3 in battery; elevators or house cars; conveyors and tugger hoists; fireman; forklift; generators, 2 or 3 maintenance-utility man; rod bending machine (power); welding machines--(gas or electric, 2 or 3 in battery, including diesels); captain power boats; tug master power boats.

GROUP 5: Compressor, single, welding machine, single, gas, electric converters of any type, diesel; welding system multiple (rectifier transformer type); generator, single.

GROUP 6: Oiler staddle carrier.

GROUP 7: Helicopter pilot ----- * ENGI0825-005 07/01/2003
 Rates Fringes

Power equipment operators: GROUP 1.....\$ 34.50 18.15+A+B GROUP 2.....\$ 33.85
 18.15+A+B GROUP 3.....\$ 30.71 18.15+A+B GROUP 4.....\$ 29.31 18.15+A+B GROUP
 5.....\$ 27.49 18.15+A+B GROUP 6.....\$ 36.43 18.15+A+B OILOSTATIC MAINLINES &
 TRANSPORTATION PIPELINES:

FOOTNOTES: A. PAID HOLIDAYS: **New** Year's Day; Washington's Birthday, Memorial Day; Independence Day; Labor Day; Veteran's Day, Thanksgiving Day; and Christmas Day B. Employee receives 20% premium pay for hazardous waste work.

OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; cranes (all types); draglines; front-end loaders (5 yds. and over); gradalls; scooper (loader and shovel); koehring and trench machines.

GROUP 2: "A" frame; backhoe (combination hoe loader); boring and drilling machines; ditching machine, small; ditchwitch or similar type; fork lifts; front end loaders (2 yds and over but less than 5 yds.); graders, finish (fine); hydraulic cranes, 10 tons and under (over 10 tons - crane rate applies); side booms; and winch trucks (hoisting).

GROUP 3: Backfiller; brooms and sweepers; bulldozers; compressors (2 or 3 in battery); front-end loaders (under 2 yds.); generators; giraffe grinders; graders and motor patrols; mechanic; pipe bending machine (power); tractors; water and sprinkler trucks, welder and repair mechanic.

GROUP 4: Compressor (single); dope pots (mechanical with or with out pump); dust collectors; farm tractors; pumps (4 in. suction and over); pumps (2 or less than 4 in. suction); pumps; diesel engine and hydraulic (immaterial or power); welding machines; gas or electric converters of any type, single; welding machines, gas or electric converters of any type, 2 or 3 in battery multiple welders; wellpoint systems (including installation and maintenance).

GROUP 5: Oiler, grease, gas, fuel and supply trucks and tire repair and maintenance.

GROUP 6: Helicopter-pilot. ----- IRON0011-001 07/01/2002

MONMOUTH AND OCEAN COUNTIES

Rates Fringes

Ironworkers: Reinforcing.....\$ 27.63 24.10 Structural & Ornamental.....\$ 29.53 24.10

----- IRON0068-001 07/01/2002

BURLINGTON (Remainder), MERCER, MONMOUTH (South half), AND OCEAN (Middle third) COUNTIES

Rates Fringes

Ironworkers: Reinforcing (Concrete Rods).....\$ 25.91 22.35 Structural, Ornamental.....\$ 27.91 22.35

----- IRON0350-001 07/01/2002

ATLANTIC, CAPE MAY, CUMBERLAND (Area East of a line drawn from Delaware Bay through the town of Cedarsville and upwards to the point where the county lines of Gloucester, Cumberland, and Atlantic meet), AND OCEAN (Remainder) COUNTIES

Rates Fringes

Ironworkers: BUILDING CONSTRUCTION: Fence and Guardrail Erector.....\$ 24.85 19.35 Reinforced Concrete.....\$ 27.70 19.35 Structural & Precast.....\$ 28.70 19.35 Windows.....\$ 27.70 19.35 HIGHWAY CONSTRUCTION: Reinforced Concrete.....\$ 25.40 19.35 Structural & Precast.....\$ 27.75 19.35

----- IRON0399-001 07/01/2002

BURLINGTON (Southern portion up to but not including Lumberton and Chatsworth Twps.), CAMDEN, CUMBERLAND (Remainder), GLOUCESTER, AND SALEM COUNTIES

Rates Fringes

Ironworkers: Hazardous work.....\$ 34.35 14.20 Structural, Ornamental, and Reinforcing.....\$ 31.35 14.20

----- LABO0172-001 03/01/2003

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MERCER, OCEAN AND SALEM COUNTIES

Rates Fringes

Laborers: GROUP 1.....\$ 25.30 11.80+A GROUP 2.....\$ 25.50 11.80+A GROUP 3.....\$ 25.80 11.80+A GROUP 4.....\$ 26.00 11.80+A GROUP 5.....\$ 26.25 11.80+A GROUP 6.....\$ 29.80 11.80+A GROUP 7.....\$ 28.30 11.80+A

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day; Labor Day, Veteran's Day, Presidential Election Day, Thanksgiving Day, and Christmas Day, provided the employee works 3 days for the same Employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

LABORERS CLASSIFICATIONS

GROUP 1: Common laborers, landscape laborers, railroad track laborers, flagmen, salamander tenders, pitman, dumpman, waterproofing laborers, rakers and tampers on cold patch work, and wrapping and coating of all pipes.

GROUP 2: Powder carrier, magazine tender, and signalman.

GROUP 3: Sewer pipe, laser men, conduit and duct line layer, power tool operator, jack hammer, chipping hammer, pavement breaker, power buggy, concrete cutter, asphalt cutter, sheet hammer and tree cutter operators, sandblasting cutting, burning and such other power tools used to perform work usually done manually by laborers.

GROUP 4: Wagon drill operator, timberman and drill master.

GROUP 5: Finisher, manhole, catch basin or inlet builder, form setter, rammer, paver, gunite nozzleman and stonecutter.

GROUP 6: Blaster.

GROUP 7: Hazardous waste laborer.(Excludes asbestos work). -----

- LABO0172-002 03/01/2002

Rates Fringes

Laborers: FREE AIR TUNNEL GROUP 1.....\$ 27.25 12.95+A GROUP 2.....\$ 23.85 12.95+A GROUP 3.....\$ 23.70 12.95+A GROUP 4.....\$ 23.20 12.95+A

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day; Independence Day, Labor Day, Presidential Election Day, provided the employee works 3 days for the same Employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

LABORERS; FREE AIR TUNNEL CLASSIFICATIONS

GROUP 1: Blasterers.

GROUP 2: Skilled men (including miners, drill runners, iron men, maintenance men, conveyor men, safety miners, riggers, block layers, cement finishers, rod men, caulkers, powder carriers, all other skilled men).

GROUP 3: Semi-skilled men (including chuck tenders, track men, nippers, brakemen, derail men, cable men, hose men, grout men, gravel men, form men, bell or signal men (top or bottom), form workers and movers, concrete workers, shaft men, tunnel laborers, all other semi-skilled).

GROUP 4: All others (including powder watchmen, change house attendants, top laborers). -----

----- LABO0172-003 03/01/2002

ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, MERCER,
MONMOUTH, OCEAN, **SALEM**, AND MIDDLESEX (Southern half) COUNTIES

Rates Fringes

Laborers-Asphalt Construction: Feeders and Dust Men.....\$ 21.65 11.70+A Head Rakers.....\$ 23.60
12.95+A Rakers & Screed Men.....\$ 23.45 12.95+A Scale Mixers & Burner Men.....\$ 21.90 11.70+A
Tampers, Smothers, Kettlemen, Painters, Shovelers and Roller Boys.....\$ 23.20 12.95+A STREET:
FOOTNOTE: A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day; Independence Day;
Labor Day; Veteran's Day, Presidential Election Day, Thanksgiving Day, and Christmas Day provided The
Employee works 3 days for same employer within a period of ten working days consisting of five working days
before and five working days after the day upon which the holiday falls or is observed. -----

----- LABO0222-001 05/01/2002

BURLINGTON (Twps. of Cinnaminson, Delance, Delran, East Hampton, Edgewater Park, Evesham, Hainesport,
Lumberton, Medford, Moorestown, Mount Laurel, Pemberton, Shamong, South Hampton, Tabernacle, West
Hampton, Willingsboro and Woodland); CAMDEN; CUMBERLAND; GLOUCESTER; AND **SALEM**
COUNTIES

Rates Fringes

Laborers: (BUILDING CONSTRUCTION) CLASS A.....\$ 22.95 11.77 CLASS B.....\$ 22.45
11.77 CLASS C.....\$ 19.16 11.77

LABORERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

CLASS A: Jack Hammer, Tamper, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold
Builder, Hydro, Demolition Equipment, All types of Motorized Fork Lifts Riding Motor Buggy Operator, Bobcat
Operator, Mortar Man, Burners, Nozzle Man on Gunit work.

CLASS B: All laborers not listed in Class A or C.

CLASS C: Laborers doing Janitorial-type light clean up work associated with the turnover of the project to the
owner All Flagman, and those manning temporary heat of all types. -----

----- LABO0415-001 05/01/2002

ATLANTIC; BURLINGTON (Twps. of Bass River and Washington); CAPE MAY; CUMBERLAND (Twps. of
Commercial, Dawne, Fairfiled, Lawrence, Maurice, and Millville); AND OCEAN (That portion up to and including
Lacy Twp.) COUNTIES

Rates Fringes

Laborers: (BUILDING CONSTRUCTION) CLASS A.....\$ 22.95 11.77 CLASS B.....\$ 22.45
11.77 CLASS C.....\$ 19.16 11.77

LABORERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

CLASS A: Jack Hammer, Tamper, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold
Builder, Hydro Demolition Equipment, all types of Motorized Fork Lifts, Riding Motor Buggy Operator, Bobcat
Operator, Mortar Man, Burners, Nozzle Man on Gunit work.

CLASS B: All laborers not listed in Class A or C.

CLASS C: Laborers doing Janitorial- type light clean up work associated with the turnover of the project to the
owner All flagman, and those manning temporary heat of all types. -----

----- LABO0472-001 03/01/2003

MONMOUTH COUNTY

Rates Fringes

Laborers: (HEAVY AND HIGHWAY CONSTRUCTION) GROUP 1.....\$ 25.30 11.80+A GROUP
2.....\$ 25.50 11.80+A GROUP 3.....\$ 25.80 11.80+A GROUP 4.....\$ 26.00 11.80+A
GROUP 5.....\$ 26.25 11.80+A GROUP 6.....\$ 29.80 11.80+A GROUP 7a.....\$ 28.30
11.80+A Group 7b.....\$ 26.30 11.80+A

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Common laborers, landscape laborers, railroad track laborers, flagmen, salamander tenders, pitman,
dumpman, waterproofing laborers, rakers and tampers on cold patch work, and wrapping and coating of all pipes, &
Asphalt Laborers.

GROUP 2: Powder carrier, magazine tender, signalman, asphalt raker, and asphalt screedman

GROUP 3: Sewer pipe, laser men, conduit and duct line layer, power tool operator, jack hammer, chipping hammer,
pavement breaker, power buggy, concrete cutter, asphalt cutter, sheet hammer and tree cutter operators,

sandblasting cutting, burning, power tool operator, and such other power tools used to perform work usually done manually by laborers.

GROUP 4: Wagon drill operator, timberman and drill master.

GROUP 5: Finisher, manhole, catch basin or inlet builder, form setter, rammer, paver, gunite nozzleman, and stone cutter

GROUP 6: Blaster.

Group 7a: Hazardous waste laborer required to wear level A,B, or C personal protection.

GROUP 7b: Certified laborer working a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A,B, or C personal protection.

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day, Thanksgiving Day, and Christmas Day provided the employee works 3 days for the same employer within a period of 10 working days consisting of 5 working days before and 5 working days after the day upon which the holiday falls or is observed -----

----- LABO0595-001 05/01/2002

BURLINGTON (Remainder), MERCER, MONMOUTH, and OCEAN (Remainder) COUNTIES:

Rates Fringes

Laborers: (BUILDING CONSTRUCTION) CLASS A.....\$ 22.95 11.77 CLASS B.....\$ 22.45

11.77 CLASS C.....\$ 19.16 11.77

LABORERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

CLASS A: Jack Hammer; Tamper; Motorized Tampers and Compactors Street Cleaning Machines; Scaffold Builder; Hydro Demolition Equipment; All types of Motorized Fork Lifts; Riding Motor Buggy Operator; Bob Cat Operator; Mortar Man; Burners; Nozzle Man on gunite Work.

CLASS B: All Laborers not listed in Class A or C.

0 Class C Laborers doing Janitorial type light clean up 1 associated with the turnover of the project or part of a 2 project to the owner; All Flagman; and those manning 3 temporary heat of all types. 4 -----

----- 5 LABO1030-001 04/01/2001 6 7 LABORERS: (The removal, abatement, enclosure and 8 decontamination of personal protective equipment, chemical 9 protective clothing and machinery relating to asbestos and/or 0 toxic and hazardous waste of materials which shall include but 1 not necessarily be limited to: the erection, moving, servicing 2 and dismantling to all enclosures, scaffolding, barricades, and 3 the operation of all tools and equipment normally used in the 4 removal or abatement of asbestos and toxic and hazardous waste 5 or materials, the labeling, bagging, cartoning, crating, or 6 other packaging of materials for disposal; and the clean up of 7 the work site and all other work incidental to the removal, 8 abatement, encapsulation, enclosure, and decontamination of 9 asbestos or toxic and hazardous waste materials; and in 0 addition, all work tasks involved in the maintenance and 1 operation of energy resource recover plants (co- generation 2 plants).) 3 4 Rates Fringes 5 6 Laborer.....\$ 21.85 10.12 7 8 ----- 9 PAIN0252-007

05/01/2001 0 1 ATLANTIC, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, **SALEM**, and 2 parts of BURLINGTON and OCEAN (everything south of these cities 3 in Burlington and Ocean Counties-Florence to Bustleton to 4 Columbus to Jobstown to Pemberton to Onga's Hat to Chatsworth to 5 Whiting to Pinewald to Ocean Gate to Seaside Heights) COUNTIES 6 7 Rates Fringes 8 9 Glazier.....\$ 26.55 12.15 0 1 -----

----- 2 PAIN0711-001 05/01/2000 3 4 ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, 5 MONMOUTH, OCEAN, & **SALEM** COUNTIES: 6 7 Rates Fringes 8 9 Painting, paperhanging & 0 allied work.....\$ 28.75 2.54+27% 1 2 Repaint work & preparation 3 thereof (including jobs 4 where no major alterations 5 are taking place but 6 excluding bridges, stacks, 7 elevated tanks & generating 8 stations).....\$ 22.00 2.54+27% 9 0 Spraying Sandblasting, 1 Dipping, Power tools (Over 2 115 volts) & Paperhanging.....\$ 31.25 2.54+27% 3 PAPERHANGING PASTING APPARATUS WORK ON TANKS, BRIDGES, 4 TOWERS, STACKS, & OPEN STRUCTURAL STEEL, WORK FROM CABLES & 5 SWINGING SCAFFOLDS, EXTERIOR WORK ABOVE THREE STORIES 6 7 -----

----- 8 PAIN0711-004 05/01/2000 9 0 MERCER COUNTY 1 2 Rates Fringes 3 4 Painters: 5 Bridges, TV & Radio 6 Towers, Structural 7 Steel & Tanks above 3 8 stories in height (30' 9 or over), Smoke Stacks, 0 Water Towers, 1 Sand- Blasting, 2 Steam Cleaning, 3 Spraying, 4 or application 5 of Hazardous 6 Materials.....\$ 31.25 27%+2.55 7 New Construction and 8 Major Alterations.....\$ 28.75 27%+2.55 9 Paperhanging.....\$ 25.60 27%+2.55 0 Repaint Work.....\$ 22.00 27%+2.55 1 Spraying or application 2 of Hazardous or 3 Dangerous Materials on 4 Repaint Work.....\$ 24.00 27%+2.55 5 6 -----

----- 7 PAIN0711-006 08/01/1999 8 9 Rates Fringes 0 1 Drywall Finisher/Taper.....\$

28.25 11.23 2 3 ----- 4 PAIN0711-007 05/01/2000 5 6 MERCER, MONMOUTH and parts of BURLINGTON AND OCEAN (everything 7 north of these cities in BURLINGTON and OCEAN COUNTIES Florence 8 to Bustleton to Columbus to Jobstown to Pemberton to Onge Hat 9 to Chatsworth to Whiting to Pinewald to Ocean Gate to Seaside 0 Heights) COUNTIES: 1 2 Rates Fringes 3 4 Glazier.....\$ 28.75 10.30 5 6 ----- 7 PLAS0008-003 05/01/2001 8 9 CAMDEN, GLOUCESTER and **SALEM** COUNTIES: 0 1 Rates Fringes 2 3 Plasterer.....\$ 25.35 13.40 4 5 ----- 6 PLAS0008-005 11/01/2001 7 8 ATLANTIC,BURLINGTON,CAPE MAY,CUMBERLAND,MERCER,MONMOUTH & OCEAN 9 COUNTIES: 0 1 Rates Fringes 2 3 Plasterer.....\$ 28.50 13.40 4 5 ----- 6 PLAS0699-001 05/01/2002 7 8 CAMDEN, GLOUCESTER, AND **SALEM** COUNTIES 9 0 Rates Fringes 1 2 Cement Mason.....\$ 27.30 12.55 3 4 ----- 5 PLUM0009-003 03/01/2003 6 7 Rates Fringes 8 9 Air Conditioning & 0 Refrigeration Mechanic.....\$ 25.92 10.33 1 2 SCOPE OF WORK: Installation of air conditioning and 3 refrigeration equipment whose combined tonnage does not 4 exceed 15 tons. Installation of water cooled air 5 conditioning that does not exceed 10 tons (includes piping of 6 compenent system and erection of water tower). Installation 7 of air cooled air conditioning that does not exceed 15 tons. 8 Installation of air conditioning equipment of the 9 "Package-Unitary" rooftop type, the combined tonnage of which 0 does not exceed 35 tons. Packaged Unitary Air Conditioning 1 and Refreigeration Institute (ARI) as follows: "A unitary air 2 conditioner consists of one or more cooling coil, and air 3 moving device, a cpmpressor and condenser combination, and 4 may include a heating function as well". Any and all related 5 piping to the above installation will be done under the 6 appropriate trade jurisdiction. 7 ----- 8 PLUM0009-004 07/01/2001 9 0 BURLINGTON (from the town of Burlington City, to everything 1 north along County Road Route 541 East also known as High 2 Street, until it reaches the city of Mount Holly which is also 3 Local 9 territory, Madison Avenue in Mount Holly to State Road 4 Route 38 East, again everything north along State Road Route 38 5 East until its cross over, State Road Route 206 and becomes 6 County Road Route 530, continuing on including Pemberton Boro 7 to south on Magnolia Road in Pemberton Township to Magnolia **New** 8 Lisbon Road (Route 545), to south on Mount Holly Misery Road to 9 State Road Route 70 East to the Ocean County Line), 0 MERCER,MONMOUTH, AND OCEAN COUNTIES: 1 2 Rates Fringes 3 4 Plumber/Pipefitter.....\$ 33.13 15.25 5 6 ----- 7 PLUM0322-001 05/01/2001 8 9 ATLANTIC; BURLINGTON (Ramainder) CAMDEN; CAPE MAY; CUMBERLAND; 0 GLOUCESTER; AND **SALEM** COUNTIES 1 2 Rates Fringes 3 4 Plumber/Pipefitter.....\$ 29.11 15.70 5 6 ----- 7 ROOF0004-001 06/01/1996 8 9 MONMOUTH COUNTY (Remainder), AND OCEAN (Remainder) COUNTIES 0 1 Rates Fringes 2 3 Roofer.....\$ 24.22 11.75 4 5 ----- 6 ROOF0030-004 05/01/2002 7 8 ATLANTIC, BURLINGTON, CAMDEN, CAPE MAY, CUMBERLAND, GLOUCESTER, 9 MERCER AND **SALEM** COUNTIES; and the following portions of 0 MONMOUTH AND OCEAN COUNTIES: West of a line starting from the 1 point on Route 70 where Burlington and Ocean Counties meet, 2 Easterly along Route 70 to Route 571, along Route 571 to 3 Cassville, Easterly on Route 528 to Van Hiseville, Northerly on 4 Route 527 to Manalapan, Westerly on Route 33 to the Monmouth 5 County Line 6 7 Rates Fringes 8 9 Roofers: 0 All other work.....\$ 26.00 13.05+A 1 Shingle, slate and tile.....\$ 19.25 6.17 2 3 FOOTNOTE: A. PAID HOLIDAY: Election Day 4 ----- 5 SFNJ0669-002 04/01/2003 6 7 ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER (Remainder), 8 MONMOUTH, OCEAN, AND **SALEM** (Remainder) COUNTIES 9 0 Rates Fringes 1 2 Sprinkler Fitter.....\$ 34.30 6.10 3 4 ----- 5 SFNJ0692-001 05/01/2003 6 7 CAMDEN, GLOUCESTER, MERCER (Town of Trenton), AND **SALEM** (Penns 8 Grove, excluding Penns Grove Airport) COUNTIES 9 0 Rates Fringes 1 2 Sprinkler Fitter.....\$ 37.27 11.80 3 4 ----- 5 SHEE0019-010 05/01/2003 6 7 CAMDEN, GLOUCESTER, & **SALEM** COUNTIES: 8 9 Rates Fringes 0 1 Sheet metal worker.....\$ 33.18 17.90+H 2 3 H-Election Day is a paid holiday. 4 ----- 5 SHEE0027-002 06/01/2000 6 7 ATLANTIC, BURLINGTON, CAPE MAY, CUMBERLAND, MERCER, MONMOUTH 8 AND OCEAN COUNTIES 9 0 Rates Fringes 1 2 Sheet metal worker.....\$ 31.00 15.38 3 4 ----- 5 SUNJ1993-001 12/07/1993 6 7 MERCER COUNTY 8 9 Rates Fringes 0 1 Cement Mason (BUILDING 2 CONSTRUCTION ONLY).....\$ 19.60 8.83 3 4 ----- 5 TEAM0331-001 01/01/2003 6 7 ATLANTIC AND CAPE MAY COUNTIES 8 9 Rates Fringes 0 1 Truck drivers: 2 GROUP 1.....\$ 22.00 13.08+A+B 3 GROUP 2.....\$ 22.15

13.08+A+B 4 GROUP 3.....\$ 22.35 13.08+A+B 5 GROUP 4.....\$ 22.50 13.08+A+B 6 7
 FOOTNOTE: 8 A. PAID HOLIDAYS: **New** Year's Day; Washington's Birthday; 9 Memorial Day; Independence Day; Labor Day; Veteran's Day; 0 Presidential Election Day; Thanksgiving Day;& Christmas Day; 1 provided the employee works 3 days in the week in which the 2 holiday falls. 3 4 B. BREAVEMENT LEAVE: Any employee having a death in their 5 immediate family, which shall be parents,spouse,children 6 blood brothers or sisters,mother-in-law,and father-in-law 7 shall be given three (3) days time off with pay at the time 8 of death upon furnishing proof of said death. The provision 9 shall also apply to grandparents,when living with the 0 employee. 1 2 TRUCK DRIVERS CLASSIFICATIONS 3 4 GROUP 1: Striaight Truck Driver,Dump Truck Driver,Water Truck 5 Driver,Transit Mix Driver,Pickup Truck Driver,Tank Truck 6 Driver Track Truck Driver,Agitator Truck Driver,Concrete 7 Mobile Unit Driver,Tringer Bead Truck Driver,Ross Carrier 8 Driver,Warehouse Forklift Driver,A Frame Truck Driver,Gin 9 Pole Truck Driver, Form Truck Driver,Driver for Truck having 0 Self Loading/Unloading Attachment,& Vacuum Truck/Trailer. 1 2 GROUP 2:Trucks Towing Driver 3 4 GROUP 3:Trailer Truck Driver,Winch Truck Driver,Off Road Dump 5 Truck Driver,Fuel Truck Driver,Tractor Trailer(any trailer 6 driver),Asphalt Oil Distributor Driver,& Off Road Water Truck 7 Driver. 8 9 GROUP 4:Mechanics. 0 -----
 ----- 1 TEAM0469-002 05/01/2000 2 3 BURLINGTON (Remainder),
 MERCER, MONMOUTH, AND OCEAN COUNTIES 4 5 Rates Fringes 6 7 Truck drivers: 8 GROUP 1.....\$ 26.35 11.835+A 9 GROUP 2.....\$ 26.40 11.835+A 0 GROUP 3.....\$ 26.50 11.835+A 1 GROUP 4.....\$ 26.60 11.835+A 2 3 FOOTNOTE: 4 A. Employees working or receiving pay for 80 days within a 5 year receive one week's paid vacation (48 hours); 125 days 6 receive two weeks' vacation (96 hours); 145 days receive 15 7 days (120 hours); 15 years seniority and 145 days receive 4 8 weeks vacation (160 hours). 9 PAID HOLIDAYS: **New** Year's Day; Washington's Birthday; 0 Memorial Day; Independence Day; Labor Day; Columbus Day; 1 Veteran's Day, General Election Day; Thanksgiving Day; and 2 Christmas Day provided the employee has been assigned to work 3 or "shapes" one day of the calendar week during which the 4 holiday falls. Employee receives \$3.00 per hour premium pay 5 for hazardous waste work. 6 7 TRUCK DRIVERS CLASSIFICATIONS 8 9 GROUP 1: Drivers on the following type vehicles: straight 0 dumps, flats, floats, pick-ups, container haulers, fuel, 1 water sprinkler, road oil, stringer, bead, hot pass, bus 2 dumpcrete, transit mixers, agitator mixer, half truck, winch 3 truck, side-0- matic, dynamite, power, x-ray, welding, skid, 4 jeep, station wagon, stringer, A-frame, all dual purpose 5 trucks, truck with mechanical tailgate, asphalt distributor, 6 batch trucks, seeding, mulching, fertilizer, air compressor 7 trucks (in transit), parts chaser, escort, scissor, Hi-lift, 8 telescope, concrete breaker, gin pole, stone, sand, asphalt 9 distributor and spreader, nipper, fuel trucks (drivers on 0 fuel trucks, inlcuding handling of unit), skid truck (debris 1 container - entire unit), concrete mobile trucks (entire 2 unit), expediter (parts chaser), beltcrete trucks, pumpcrete 3 trucks, line truck, reel truck, wreckers, utility trucks, 4 tank trucks, warehousemen, warehouse partsmen, yardmen, lift 5 truck in warehouse, warehouse clerk, parts man, material 6 checkers,receivers shippers, binning men (materials cardex 7 man); drivers on the following type vehicle: broyhill coal 8 tar epoxy trucks, little-ford bituminous distributor, slurry 9 seal truck or vehicle, thiokol trackmaster pick-up (swamp cat 0 pickup, bucket loader dump truck and any rubber-tired tractor 1 used in pulling and towing farm wagons and trailers of any 2 description, similar type vehicles); off-site and on-site 3 repair shop, team drivers, vacuum or vac-all trucks (entire 4 unit) 5 6 GROUP 2: Drivers on straight 3-axle materials; truck and 7 floats 8 9 GROUP 3: Drivers on all euclid-type vehicles; euclids, 0 international harvesters, wabcos, caterpillar, koehring, 1 tractors, and wagons, dumptors, straight, bottom, rear and 2 side dumps, carryalls and scrapers (not self-loading - 3 loading over the top), water sprinkler, trailers, water pulls 4 and similar types of vehicles; drivers on tractors and 5 trailer type vehicles; flat, floats, I-beam, low beds, water 6 sprinkler, bituminous transit mix, road oil, fuel bottom dump 7 hopper, rear dump, office shanty, epoxy, asphalt, agitator 8 mixer, mulching, stringer, seeding, fertilizing pole spread, 9 bituminous distributor, water pulls (entire unit) (tractor 0 trailer), reel trailer and similar types of vehicles 1 2 GROUP 4: Winch Trailer Drivers 3 ----- 4
 TEAM0676-001 05/01/2002 5 6 BURLINGTON (Area West of the NJ Turnpike to the Delaware 7 River),
 CAMDEN, CUMBERLAND, GLOUCESTER AND SALEM COUNTIES 8 9 Rates Fringes 0 1 Truck drivers: 2 GROUP 1.....\$ 22.50 10.7375+A+B 3 GROUP 2.....\$ 22.55 10.7375+A+B 4 GROUP 3.....\$ 22.70 10.7375+A+B 5 GROUP 4.....\$ 22.90 10.7375+A+B 6 GROUP 5.....\$ 23.05 10.7375+A+B 7 8 FOOTNOTES: 9 A. Employee who has worked or received pay for 90 days 0 within a year prior to his anniversary date shall receive 56 1 hours straight time vacation pay; for 3 years but less than 8 2 years of service he will receive 100 hours of straight time 3 vacation pay; 15 years or more he will receive 165 hours of 4 straight time vacation pay. 5 B. PAID HOLIDAYS: **New** Year's Day, Memorial Day, 6 Independence Day, Labor Day, Veteran's Day, Presidential 7 Election Day, Thanksgiving Day, Christmas Day, and two 8 personal holidays,

Good Friday, and Christmas Eve afternoon 9 (provided employee works that morning) on the condition that 0 the employee works or is available for work on at least two 1 days in the week in which the holiday occurs. 2 C. Truck drivers, on hazardous waste removal work on a state 3 or federally designated hazardous waste site where the truck 4 driver is in direct contact with hazardous materials and when 5 personal protective equipment is required for respiratory, 6 skin and eye protection the teamster shall receive \$2.25 per 7 hour in addition to the regular rate of pay including 8 overtime pay. 9 0 TRUCK DRIVERS CLASSIFICATIONS 1 2 GROUP 1: Warehouseman 3 4 GROUP 2: Dump truck, water truck, transit mix, pickup, tank, 5 track, agitator, concrete mobile unit, dytinger bead, tack 6 rig, ross carrier, warehouse forklift, A-frame, gin pole form 7 truck, truck having self loading/unloading attachment, 8 straight 9 0 GROUP 3: Truckstowing 1 2 GROUP 4: Trailer winch off road dump, fuel, tractor trailer, 3 asphalt oil distributor, off road water truck 4 5 GROUP 5: Mechanics 6 -----
 ----- 7 8 WELDERS - Receive rate prescribed for craft performing 9 operation to which welding is incidental. 0 ===== 1 2 Unlisted
 classifications needed for work not included within 3 the scope of the classifications listed may be added after 4 award only as provided in the labor standards contract clauses 5 (29CFR 5.5 (a) (1) (ii)). 6 7 -----
 ----- 8 9 In the listing above, the "SU" designation means that rates 0 listed under the identifier do not reflect collectively 1 bargained wage and fringe benefit rates. Other designations 2 indicate unions whose rates have been determined to be 3 prevailing. 4 5 ----- 6 7
 WAGE DETERMINATION APPEALS PROCESS 8 9 1.) Has there been an initial decision in the matter? This can 0 be: 1 2 * an existing published wage determination 3 * a survey underlying a wage determination 4 * a Wage and Hour Division letter setting forth a position on 5 a wage determination matter 6 * a conformance (additional classification and rate) ruling 7 8 On survey related matters, initial contact, including requests 9 for summaries of surveys, should be with the Wage and Hour 0 Regional Office for the area in which the survey was conducted 1 because those Regional Offices have responsibility for the 2 Davis-Bacon survey program. If the response from this initial 3 contact is not satisfactory, then the process described in 2.) 4 and 3.) should be followed. 5 6 With regard to any other matter not yet ripe for the formal 7 process described here, initial contact should be with the 8 Branch of Construction Wage Determinations. Write to: 9 0 Branch of Construction Wage Determinations 1 2 Wage and Hour Division 3 4 U.S. Department of Labor 5 6 200 Constitution Avenue, N.W. 7 8 Washington, DC 20210 9 0 2.) If the answer to the question in 1.) is yes, then an 1 interested party (those affected by the action) can request 2 review and reconsideration from the Wage and Hour Administrator 3 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to: 4 5 Wage and Hour Administrator 6 7 U.S. Department of Labor 8 9 200 Constitution Avenue, N.W. 0 1 Washington, DC 20210 2 3 The request should be accompanied by a full statement of the 4 interested party's position and by any information (wage 5 payment data, project description, area practice material, 6 etc.) that the requestor considers relevant to the issue. 7
 8 3.) If the decision of the Administrator is not favorable, an 9 interested party may appeal directly to the Administrative 0 Review Board (formerly the Wage Appeals Board). Write to: 1 2 Administrative Review Board 3 4 U.S. Department of Labor 5 6 200 Constitution Avenue, N.W. 7 8 Washington, DC 20210 9 0 4.) All decisions by the Administrative Review Board are final. 1 2
 ===== 3 4 END OF GENERAL
 DECISION

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____☐ TIN has been applied for.☐ TIN is not required because:☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;☐ Offeror is an agency or instrumentality of a foreign government;☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;☐ Partnership;☐ Corporate entity (not tax-exempt);☐ Corporate entity (tax-exempt);☐ Government entity (Federal, State, or local);☐ Foreign government;☐ International organization per 26 CFR 1.6049-4;☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification,

in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (238910) (insert NAICS code).

(2) The small business size standard is (\$28,500,000) (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause

of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of clause)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U.S. ARMY ENGINEER DISTRICT, PHILADELPHIA
ATTN: MS. GAIL THOMSEN
100 PENN SQUARE EAST
WANAMAKER BUILDING
ROOM 643
PHILADELPHIA, PA 19107-3390

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

- (a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

